

Southern Pacific Transportation Company

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RECORDATION NO. 7876-12 Filed 1425

JUN 18 1987 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

6/18/87
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CC Washington, D. C. June 17, 1987

RECORDATION NO. 7876-12 Filed 1425

JUN 18 1987 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

Ms. Noreta R. McGee, Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue
Washington, D. C. 20423

Re: Agreement of Conditional Sale dated as of
March 1, 1975, between Southern Pacific
Transportation Company, Metropolitan Life
Insurance Company and PACCAR, Inc.

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of Third Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of May 15, 1987, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of March 1, 1975, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

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Agreement of Conditional Sale dated as of March 1, 1975, between General Motors Corporation, Thrall Car Manufacturing Company, PACCAR, Inc., and Southern Pacific Transportation Company, recorded on March 28, 1975, at 3:15 p.m., and assigned Recordation No. 7876;

Amendment Agreement dated as of October 1, 1975, between PACCAR, Inc. and Southern Pacific Transportation Company, recorded on October 2, 1975, at 10:50 a.m., and assigned Recordation No. 7876-A;

Second Amendment Agreement dated as of February 1, 1976, between PACCAR, Inc. and Southern Pacific Transportation Company, recorded on February 19, 1976, at 11:25 a.m., and assigned Recordation No. 7876-B;

Third Amendment Agreement dated as of May 1, 1976, between PACCAR, Inc. and Southern Pacific Transportation Company, recorded on June 14, 1976, at 2:35 p.m., and assigned Recordation No. 7876-C;

First Supplemental Agreement dated August 10, 1981, between PACCAR, Inc. and Southern Pacific Transportation Company, recorded on August 27, 1981, at 1:40 p.m., assigned Recordation No. 7876-D;

Second Supplemental Agreement dated as of November 15, 1985, between PACCAR, Inc. and Southern Pacific Transportation Company, recorded on January 22, 1986, at 2:25 PM, assigned Recordation No. 7876-I; and

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1985, recorded on January 22, 1986, at 2:25 PM, assigned Recordation No. 7876-J.

In connection with the recording of the enclosed Third Supplemental Agreement and Assignment and Transfer, each dated as of May 15, 1987, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Third Supplemental Agreement dated as of May 15, 1987, between Southern Pacific Transportation Company, Vendee, and Metropolitan Life Insurance Company, Assignee.

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General Description of Equipment Covered by
Third Supplemental Agreement

<u>Number Of Units</u>	<u>Description</u>
3	Diesel Locomotives; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 3883, 3193 and 3194 (GRIP Dates - October 1977, February 1978, and April 1978, respectively).

General Description of Equipment Covered by
Assignment and Transfer of Certain Road Equipment

<u>Number of Units</u>	<u>Description</u>
7	100-ton box cars; PACCAR, Inc., builder; lettered SP and numbered 699521, 699550, 699593, 699620, 699657, 699708, and 699737.
18	100-ton hopper cars; PACCAR, Inc., builder; lettered SP and numbered 465711, 465736, 465762, 465803, 465809, 465816, 465824, 465863, 465878, 465902, 465906, 465909, 465914, 465933, 465935, 465943, 465952, and 465977.
1	Diesel locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 3849.

When the recording of the Third Supplemental Agreement
and Assignment and Transfer have been completed, will you
kindly endorse, with the pertinent recording information,
all executed counterparts thereof, and return the remainder
of the same to the undersigned.

Very truly yours,


Lenona Young
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

JUN 18 1987 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY

AGREEMENT OF CONDITIONAL SALE

DATED AS OF MARCH 1, 1975

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of May 15, 1987

METROPOLITAN LIFE INSURANCE COMPANY

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the fifteenth day of May, 1987, by METROPOLITAN LIFE INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of New York, Assignee under the Conditional Sale Agreement hereinafter mentioned (hereinafter called the "Assignee"), to SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, by a certain Agreement of Conditional Sale, bearing date as of March 1, 1975, by and between PACCAR, Inc., a corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Builder"), and the Company, pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of box cars, flat cars, hopper cars, and gondola cars, all as described in the Agreement of Conditional Sale (hereinafter called the "Conditional Sale Agreement"); and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of March 1, 1975 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, certain box cars, hopper cars, and a locomotive comprising said Equipment (hereinafter collectively called "Destroyed Equipment") have been destroyed by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Destroyed Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the Third Supplemental Agreement dated as of May 15, 1987 ("Third Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
7	100-ton box cars; PACCAR, Inc., builder; lettered SP and numbered 699521, 699550, 699593, 699620, 699657, 699708, and 699737.
18	100-ton hopper cars; PACCAR, Inc., builder; lettered SP and numbered 465711, 465736, 465762, 465803, 465809, 465816, 465824, 465863, 465878, 465902, 465906, 465909, 465914, 465933, 465935, 465943, 465952, and 465977.
1	Diesel locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 3849.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such

good standing and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the Third Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Destroyed Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Assignee does hereby constitute and appoint Louis J. Ragusa to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the State of New York or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 29th day of May, 1987.

METROPOLITAN LIFE INSURANCE COMPANY

By Louis J. Ragusa
Attorney

By Thomas E. Carlson
Assistant General Counsel

ATTEST:

Mark A. Glueck
Assistant Secretary

STATE OF NEW YORK)
) ss.
CITY AND COUNTY OF NEW YORK)

On this 29th day of May, 1987, before me personally appeared Thomas F. Coolican and Louis J. Ragusa, to me personally known, who, being by me duly sworn, says that they are Assistant General Counsel and an Attorney, respectively, of METROPOLITAN LIFE INSURANCE COMPANY; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Brian C. Crombie
Notary Public

BRIAN C. CROMBIE
NOTARY PUBLIC, State of New York
No. 43-4849121
Qualified in Richmond County
Commission Expires October 31, 1989